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November 21, 2011

FILE COPY

Robert M. Arentson, Jr., Esquire
Attorney at Law
P. O. Box 14167
Jackson, MS 39236

RE: PEG Bandwidth MS, LLC
Identification No.: TC-123-2361-00

Dear Mr. Arentson:

Please find enclosed your approved tariff pages for 2011-UA-281 - (Application of PEG Bandwidth MS, LLC, for a Certificate of Public Convenience and Necessity to Provide Competitive Resold and Facilities-Based Local Exchange and Intrastate Interexchange Telecommunications Services in the State of Mississippi). The effective date will be November 10, 2011.

If you have any questions or need further assistance, please call me at (601)961-5472.

Sincerely,

(Mrs.) Janie Keyes
Rate & Tariff Specialist

Enclosures

cc: Mr. Jay Birnbaum
PEG Bandwidth MS, LLC
3 Bala Plaza, Suite 502
Bala Cynwyd, PA 19004

MISSISSIPPI TARIFF

OF

PEG Bandwidth MS, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunication services provided by PEG Bandwidth MS, LLC ("PEG Bandwidth") with principal offices located at 3 Bala Plaza, Suite 502, Bala Cynwyd, PA 19004. This tariff applies for services furnished within the State of Mississippi. This tariff is on file with the Mississippi Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	PAGE	REVISION
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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Changed regulation or condition which may affect rates or charges.
- (D) - Deleted or discontinued rate, regulation or condition.
- (I) - Change resulting in an increase to a Customer's bill.
- (M) - Moved from another tariff location.
- (N) - New rate, regulation or sheet.
- (R) - Change resulting in a reduction to a Customer's bill.
- (T) - Change in text, but no change to rate or charge.

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially; however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are multiple levels of paragraph coding. Each level of coding is subservient to its next higher level.
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a bandwidth designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company - Refers to PEG Bandwidth MS, LLC, the issuer of this tariff.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Facilities - Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

Individual Case Basis or ICB - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

PEG Bandwidth - Refers to PEG Bandwidth MS, LLC, the issuer of the tariff.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company provides customized wholesale carrier private line communications networks and services principally to telecommunications carriers. The Company's networks and services are provided principally to wireless carriers to support their high bandwidth data backhaul requirements. In addition, the Company provides other telecommunications carriers and larger commercial end users high bandwidth transport networks and services between central offices, switching offices and other network facilities connection points and premises.

The Company's services are provided on a monthly basis unless otherwise provided and available twenty-four (24) hours per day, seven (7) days per week.

2.2 Contract or Agreements

In lieu of the rates and other terms and conditions otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, and other terms and conditions may be established at negotiated rates, forms and conditions on an Individual Case Basis ("ICB") taking into account such factors as the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer, as long as the rates and charges are not less than the Company's cost of providing the service. Such arrangements shall be considered ICB pricing arrangements, the terms of which will be set forth in individual contracts or customer term agreements. ICB rates or charges will be made available to similarly situated Customers or comparable terms and conditions.

2.3 Payment and Credit Regulations

2.3.1 Billing and Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

2.3.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point. Unless otherwise provided for in the ICB contract with such Customers.

(A) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3.2 Payment for Service, (cont'd.)

- (B) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (C) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (D) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (E) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.

2.4 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

2.5 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, the Company may discontinue services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due the Company for more than thirty days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its service.

2.6.2 Without incurring liability, the Company may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber/Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

2.6.3 If, for any reason, service is interrupted, the Customer will only be charged for the service that was actually used.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.7.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.7.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference Company' operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.7.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.7.4 Failure to pay a previously owed bill by the same Customer at another location.

2.8 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in the previous sections, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.9 Reinstitution of Service

Unless otherwise provide for in the ICB contract with such Customer, the Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.10 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.11 Use of Service

Unless otherwise provided for in the ICB contract with such Customer, service may be used for any lawful purpose for which it is technically suited.

2.12 Liability of the Company

2.12.1 Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

2.12.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

2.12.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.12 Liability of the Company (cont'd.)

- 2.12.4 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 2.12.2 above.
- 2.12.5 The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.12.6 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.12.7 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

2.13 Responsibilities of the Subscriber or Customer

- 2.13.1 The Subscriber or Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber or Customer is also responsible for the payment of charges for calls originated at the Subscriber's or Customer's premises that are not collect, third party, calling card, or credit card calls.
- 2.13.2 Unless otherwise provided for in the ICB contract with such Customer, the Subscriber or Customer is responsible for charges incurred for special construction and/or special facilities that the Subscriber or Customer requests and which are ordered by the Company on the Subscriber's or Customer's behalf.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.13.3 If required for the provision of the Company's service, the Subscriber or Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.

2.13 Responsibilities of the Subscriber or Customer (cont'd.)

2.13.4 The Subscriber or Customer is responsible for arranging ingress to its premises at times mutually agreeable to it and the Company when required for Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's services.

2.13.5 The Subscriber or Customer shall ensure that its terminal equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber or Customer and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers or Customers.

2.13.6 If the Subscriber or Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Subscribers or Customers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's or Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Subscriber's or Customer's service.

2.13.7 The Subscriber or Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber or Customer, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber or Customer, Authorized Users, or others.

2.13.8 The Subscriber or Customer must pay for the loss through theft or fire of any of the Company's equipment installed at Subscriber's or Customer's premises.

2.14 Responsibilities of Authorized Users

2.14.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.

2.14.2 The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14.3 The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

2.15 Applicable Law

This tariff shall be subject to and construed in accordance with Mississippi law without regard to the conflicts of laws principles thereof.

2.16 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.17 Other Rules

2.17.1 The Company reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

2.17.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

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SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES

3.1 General

The Company offers customized wholesale carrier private line communications networks and services to telecommunications carriers. Rates for these services vary. All of the Company's services are available 24 hours a day, seven days a week. Specific offerings and rates of the Company are described in Section 3 of this tariff.

3.2 Calculation of Distance

Unless otherwise provided for in the ICB contract with such Customer, charges for service are without regard to mileage.

3.3 Determination of Call Duration and Timing of Calls

Unless otherwise provided for in the ICB contract with such Customer, charges for services are without regard to call duration and timing of calls.

3.4 Time of Day Rate Periods

Unless otherwise provided for in the ICB contract with such Customer, charges for services are without regard to time of day rate periods.

3.5 The Company intends to primarily be a carrier's carrier, principally providing backhaul services to providers of wireless telecommunications services and other carriers. A contract which contains the rates, terms and conditions, some or all of which may differ from those contained in this tariff, shall be negotiated and entered into on an individual case basis with each of the Company's customers.

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